



Terms and Conditions of Sale

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY.

The terms and conditions of sale ("terms") are limited to those contained herein. Any additional or different terms in any forms delivered by customer are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

Customer agrees to be bound by and accepts these terms and conditions of sale unless customer and air-dock have signed a separate agreement, in which case the separate agreement will govern.

"we", "our" or "us", as used in these terms and conditions, refer to Air-Dock.

By accepting delivery of the products and services described in Air-Dock's invoice or other Air-Dock documentation, customer agrees to be bound by and accepts these terms and conditions of sale unless customer and Air-Dock have signed a separate agreement, in which case the separate agreement will govern.

Application of Terms; Customer Acknowledgment

These Terms constitute a binding contract between Customer and Air-Dock. Customer acknowledges agreement and acceptance of these Terms by making a purchase, placing an order or otherwise shopping on our Website (the "Site"). These Terms are subject to change without prior notice, except that the Terms posted on the Site at the time Customer initially places or modifies an order will govern the order in question.

Governing Law

These terms and any sale hereunder will be governed by the laws of the State of Ohio, without regard to conflicts of laws rules, regardless of the location of the customer. Any dispute, action or litigation must be brought in Washington County, Ohio and customer consents to the jurisdiction of the federal and state courts located in Washington County, Ohio, submits to jurisdiction there, and waives the right to change venue. Customer hereby agrees that such venue is appropriate and that Air-Dock's agreement to sell and deliver products to the customer is dependent on this provision.

Purchase Price

Some prices are listed in our catalogs and on our Website, and are subject to change without notice. Prices for certain government, corporate, and institutional customers may be set forth in a bid or other written agreement between the parties. Payment is due before shipment, unless credit terms have been arranged in advance with our credit department. In such case, payment terms shall be as set forth in the credit agreement.

Shipping; risk of loss; security interest

Shipping terms are fob destination. Air-dock will arrange payment for shipping with the carrier, but such costs are the responsibility of customer. Air-dock charges shipping and handling fees for every shipment, unless a special promotion or contract term provides otherwise; such cost includes the freight charged by the carrier, packaging, and handling, but does not necessarily equal a direct pass-through of such cost to customer. **Delivery times are estimates only and we shall not be liable for delays.**

Air-dock retains a security interest in the products until payment in full is received. Customer will be responsible for all shipping and related charges.





Non-us or export sales

Transactions that involve an export of products are subject to the export administration regulations. Such products are exported from the United States by Air-Dock in accordance with the export administration regulations. Diversion contrary to U.S. law is prohibited. Customer expressly represents and warrants that it is eligible to receive products under U.S. law and agrees that it shall not export, re-export, or provide such items to any country, entity or person in contravention of regulations currently imposed by the U.S. government. In addition, there are other countries, individuals or entities for which export is restricted, prohibited or for which an export license may otherwise be required. It is the responsibility of the customer to ensure it is in compliance with all U.S. export regulations. Our warranty for exported products may vary or may be null and void for products exported outside the United States.

STATEMENTS MADE TO YOU IN THE COURSE OF ANY PRIOR, CURRENT, OR FUTURE SALE ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT, (___ U.S. C. ___) (P.L. 105-271). IN THE CASE OF A DISPUTE, THIS ACT MAY REDUCE YOUR LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY YOUR CONTRACT OR TARIFF.

AIR-DOCK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF AIR-DOCK, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Pricing Information; Availability; Errors and Omissions Disclaimer

All pricing is subject to change. We reserve the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, we cannot guarantee that it will be able to fulfill Customer's orders. We make every effort to ensure the accuracy of the information published in our catalogs and on our Website(s). However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. We make no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind. If an error is made and a product is listed at an incorrect price, we shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, we shall immediately issue a credit in the amount of the incorrect price. Note: We also do not guarantee that our prices listed on other web-sites or price engines are accurate or up-to-date.

Limitation of Liability

NEITHER AIR-DOCK NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY AIR-DOCK OR ITS AFFILIATES, NEITHER AIR-DOCK NOR ITS AFFILIATES ARE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

We will not be responsible for any delays in delivery which result from any circumstances beyond our control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.





Orders; Payment Terms; Interest; Taxes

Orders are not binding upon us until accepted by us. Terms of payment are within our sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. We may invoice parts of an order separately. Customer is responsible for, and will indemnify and hold Air-Dock harmless from, any applicable sales, use or other taxes or federal, state or local fees or assessments associated with the order. Customer must claim any exemption from such taxes, fees or assessments at the time of purchase and provide the necessary supporting documentation. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of our costs of collection, including court costs, filing fees and attorney's fees.

Return Privileges

All un-used and non-defective returns authorized by Air-Dock, whether opened or unopened, will be assessed a minimum 20% restocking fee, and must be authorized for return within 30 days from date of receipt. No refunds will be issued after such 30 day period. Authorization may be obtained by calling Customer Service at 1-727-577-0151 or by e-mail at sales@airdock.com. Customer will be issued a Return Merchandise Authorization (RMA) which is valid for 15 days. Failure to return a product within such 15 day authorization period will be deemed to be an acceptance of the product.

Damaged Products

All packages shipped from Air-Dock are inspected prior to shipment. However, from time to time, damage during shipping may occur. Packages that are obviously damaged should be refused upon original delivery attempt. If the package is accepted, then any damage should be noted on the carrier delivery record prior to the driver leaving your premises. Any hidden or internal damage to any product must be reported to Air-Dock at 1-727-577-0151 or sales@airdock.com within the first 7 days of receipt to arrange for a carrier inspection and return of the damaged product(s). Please save the product, the shipping carton and all manufacturer packaging. Timely receipt of this information is necessary for Air-Dock to file a damage claim. Failure to notify Air-Dock of damage within this time period will be deemed an acceptance of the product, and standard return policies will apply.

Entire Agreement

These Terms constitute the entire agreement between Customer and Air-Dock relating to the sale of products. Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting us at the address provided below. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the Terms contained herein and in our invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms or any purchase order or invoice related thereto. This section may not apply if there is a written contract between Customer and Air-Dock. In the event any section or portion of a section of these Terms are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms, and the remaining terms shall continue in full force and effect.

